

1 JOHN A. VOS, ESQ. (#80790)  
2 1430 Lincoln Avenue  
3 San Rafael, CA 94901  
4 (415) 485-5330  
5 For Claimant  
6 TEAM GOLDEN LINK AMERICA CORPORATION

7 UNITED STATES BANKRUPTCY COURT  
8 SOUTHERN DISTRICT OF CALIFORNIA

9 In re: ) No: 05-44481 (RDD)  
10 DELPHI CORPORATION, ET AL, )  
11 Debtor ) (jointly administered)  
12 )

13 RESPONSE TO OBJECTION TO CLAIM

14 Claimant Team Golden Link America Corporation responds to the  
15 Second Omnibus Objection to its claim #851. Debtor's objection is  
16 based upon the erroneous belief that such claim is duplicative.  
17 Such claims is NOT duplicative.

18 Claimant filed three SEPARATE claims, for three separate  
19 amounts. One claim is for \$91,766.83; one claim is for \$84,709.66;  
20 one claim is for \$175,658.02. Merely because claimant filed three  
21 claims does not mean that any of them are duplicates of each  
22 other. Moreover, on their face each separate claims covered a  
23 DIFFERENT PERIOD OF TIME as set forth on item #2 of such unique  
24 and individual claims. The amounts being different, the period s  
25 of time covered for each claim being different, the only  
26 commonality between the claims is that each was submitted by the  
27 same claimant FOR DISTINCT CLAIMS. Attached to such claims are  
28 invoices supporting each of the separate claims. Similarly  
attached to this Response are copies of such invoices, which  
includes some of the documents which will be asserted in support

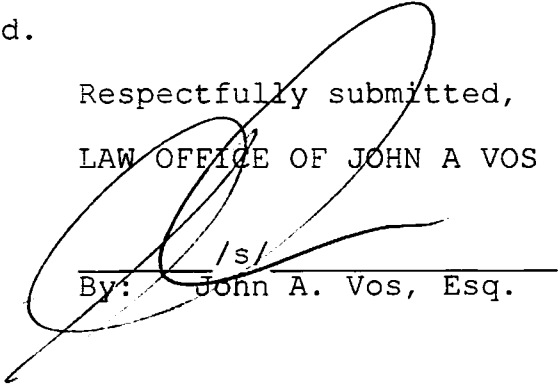
1 of such claims (complete documentation is too voluminous to  
2 attach, and evidentiary proof includes non-documentary physical  
3 items).

4 There is no duplication. The objection is patently  
5 unsupported and should be denied.

6 Dated: November 18, 2006

Respectfully submitted,

LAW OFFICE OF JOHN A VOS

7  
8  
9 By:  /s/ John A. Vos, Esq.

<b>United States Bankruptcy Court</b>		<b>Page 3 of 12</b> <b>District Of</b>	<b>PROOF OF CLAIM</b>	
Name of Debtor <b>Delphi Corporation et. al.</b>		Case Number <b>05-44481 (RDD)</b>		This Space For Court Use Only
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.				
Name of Creditor (The person or other entity to whom the debtor owes money or property): <b>TEAM PACIFIC CORPORATION dba Team Golden Link America</b>		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case.  <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.		
Name and Address where notices should be sent:  <b>Team Golden Link America Corporation          1799 Old Bayshore Highway          Suite 135 Burlingame CA 94010-1316          U.S.A.          **AND TO:          John A. Vos, Esq.          1430 Lincoln Avenue (415)          San Rafael, CA 94901 485-5332</b>				This Space For Court Use Only
Account or other number by which creditor identifies debtor:		Check here if this claim <input type="checkbox"/> replaces or <input type="checkbox"/> amends a previously filed claim dated: _____		
<b>I. Basis for Claim</b> <input checked="" type="checkbox"/> Goods sold <input checked="" type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____				
<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of SS #: _____ Unpaid compensation for services performed from _____ to _____ (date) (date)				
2. Date debt was incurred: <b>28 Oct 04 - 7 Oct 05</b>		3. If court judgment, date obtained:		
4. Classification of Claim. Check the appropriate box or boxes that best describe your claim and state the amount of the claim at the time case filed. See reverse side for important explanations.				
<b>Secured Claim.</b> <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____		<b>Unsecured Priority Claim.</b> <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Domestic support obligations - 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,000),* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). <small>* Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>		
<b>Unsecured Nonpriority Claim \$175,658.02</b> <input checked="" type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.				
<b>5. Total Amount of Claim at Time Case Filed: \$175,658.02</b> <div style="display: flex; justify-content: space-between;"> <span>(Unsecured)</span> <span>(Secured)</span> <span>(Priority)</span> <span>(Total)</span> </div>				
* If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.				
<b>6. Credits:</b> The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. <b>7. Supporting Documents:</b> Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. <b>8. Date-Stamped Copy:</b> To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.				
Date: <b>11/15/05</b>		Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any). <b>EDUARDO GORDA</b>		

Penalty for presenting fraudulent claim: Fine up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

TEAM PACIFIC CORPORATION		I				
DELPHI-DELCO OUTSTANDING INVOICES						
AS OF:		OCT 7, 2005				
IN USS DOLLAR						
Invoice	Invoice	Outstanding				
Number	Type	Date	Due Date	\$ Amount	Ref PO#	Description / Remarks
11117	Invoice	28-Oct-04	27-Nov-04	633.86	550047170	Assy Fee
11131	Invoice	29-Oct-04	28-Nov-04	637.75	550040129	Assy Fee
14801	Invoice	26-Jul-05	25-Aug-05	4,060.84	550047170	Assy Fee
14814	Invoice	27-Jul-05	26-Aug-05	4,607.54	550047170	Assy Fee
14832	Invoice	28-Jul-05	27-Aug-05	4,700.11	550047170	Assy Fee
14856	Invoice	29-Jul-05	28-Aug-05	4,158.80	550047170	Assy Fee
14903	Invoice	31-Jul-05	30-Aug-05	5,328.56	550047170	Assy Fee
14959	Invoice	5-Aug-05	4-Sep-05	1,915.66	550047170	Assy Fee
14995	Invoice	7-Aug-05	8-Sep-05	3,191.51	550047170	Assy Fee
15008	Invoice	8-Aug-05	9-Sep-05	2,660.48	550047170	Assy Fee
15030	Invoice	11-Aug-05	10-Sep-05	4,558.83	550047170	Assy Fee
15043	Invoice	12-Aug-05	11-Sep-05	3,830.78	550047170	Assy Fee
15075	Invoice	13-Aug-05	12-Sep-05	5,095.25	550047170	Assy Fee
15083	Invoice	15-Aug-05	14-Sep-05	5,406.50	550047170	Assy Fee
15109	Invoice	16-Aug-05	15-Sep-05	1,912.41	550047170	Assy Fee
15122	Invoice	17-Aug-05	16-Sep-05	2,551.69	550047170	Assy Fee
15144	Invoice	18-Aug-05	17-Sep-05	3,207.20	550047170	Assy Fee
15164	Invoice	19-Aug-05	18-Sep-05	2,563.05	550047170	Assy Fee
15183	Invoice	20-Aug-05	19-Sep-05	1,927.03	550047170	Assy Fee
15198	Invoice	22-Aug-05	21-Sep-05	1,921.61	550047170	Assy Fee
15216	Invoice	23-Aug-05	22-Sep-05	3,867.05	550047170	Assy Fee
15231	Invoice	24-Aug-05	23-Sep-05	2,567.93	550047170	Assy Fee
15249	Invoice	25-Aug-05	24-Sep-05	1,916.74	550047170	Assy Fee
15294	Invoice	27-Aug-05	26-Sep-05	639.82	550047170	Assy Fee
15295	Invoice	27-Aug-05	26-Sep-05	1,297.01	550040129	Assy Fee
15306	Invoice	29-Aug-05	28-Sep-05	2,582.53	550040129	Assy Fee
15309	Invoice	29-Aug-05	28-Sep-05	1,923.23	550047170	Assy Fee
15327	Invoice	30-Aug-05	29-Sep-05	1,949.34	550040129	Assy Fee
15344	Invoice	31-Aug-05	30-Sep-05	2,581.44	550040129	Assy Fee
15366	Invoice	31-Aug-05	30-Sep-05	1,061.88	550040129	Assy Fee
15392	Invoice	1-Sep-05	1-Oct-05	1,294.27	550040129	Assy Fee
15392	Invoice	2-Sep-05	2-Oct-05	6,457.71	550040129	Assy Fee
15425	Invoice	7-Sep-05	7-Oct-05	3,870.26	550040129	Assy Fee
15439	Invoice	8-Sep-05	8-Oct-05	3,052.78	550040129	Assy Fee
15443	Invoice	9-Sep-05	9-Oct-05	3,248.00	550040129	Assy Fee
15463	Invoice	10-Sep-05	10-Oct-05	3,231.58	550040129	Assy Fee
15486	Invoice	13-Sep-05	13-Oct-05	1,938.40	550040129	Assy Fee
15505	Invoice	14-Sep-05	14-Oct-05	2,265.39	550040129	Assy Fee
15594	Invoice	20-Sep-05	20-Oct-05	1,907.79	550040129	Assy Fee
15608	Invoice	21-Sep-05	21-Oct-05	1,929.66	550040129	Assy Fee
15609	Invoice	21-Sep-05	21-Oct-05	637.65	550047170	Assy Fee
15640	Invoice	22-Sep-05	22-Oct-05	1,914.58	550047170	Assy Fee

TEAM PACIFIC CORPORATION				I			
DELPHI-DELCO OUTSTANDING INVOICES							
AS OF:		OCT 7, 2005					
IN US\$ DOLLAR							
Invoice		Invoice		Outstar			
Number	Type	Date	Due Date	\$ Amount	Ref PO#	Description / Remarks	
15641	Invoice	22-Sep-05	23-Oct-05	1,200.00	550040129	Assy Fee	
15653	Invoice	23-Sep-05	24-Oct-05	2,500.00	550040129	Assy Fee	
15654	Invoice	23-Sep-05	24-Oct-05	1,200.00	550047170	Assy Fee	
15690	Invoice	24-Sep-05	25-Oct-05	3,800.00	550040129	Assy Fee	
15691	Invoice	24-Sep-05	25-Oct-05	600.00	550047170	Assy Fee	
15703	Invoice	26-Sep-05	27-Oct-05	2,500.00	550040129	Assy Fee	
15704	Invoice	26-Sep-05	27-Oct-05	1,920.00	550047170	Assy Fee	
15727	Invoice	27-Sep-05	28-Oct-05	3,210.00	550047170	Assy Fee	
15728	Invoice	27-Sep-05	28-Oct-05	2,500.00	550040129	Assy Fee	
15747	Invoice	28-Sep-05	29-Oct-05	1,200.00	550040129	Assy Fee	
15748	Invoice	28-Sep-05	29-Oct-05	4,400.00	550047170	Assy Fee	
15772	Invoice	29-Sep-05	30-Oct-05	1,930.00	550040129	Assy Fee	
15773	Invoice	29-Sep-05	30-Oct-05	6,420.00	550047170	Assy Fee	
15784	Invoice	30-Sep-05	31-Oct-05	4,520.00	550040129	Assy Fee	
15785	Invoice	30-Sep-05	31-Oct-05	1,920.00	550047170	Assy Fee	
15800	Invoice	30-Sep-05	31-Oct-05	7,138.47	550040129	Assy Fee	
15834	Invoice	4-Oct-05	3-Nov-05	1,290.00	550040129	Assy Fee	
15835	Invoice	4-Oct-05	3-Nov-05	1,282.89	550047170	Assy Fee	
15842	Invoice	5-Oct-05	4-Nov-05	3,209.91	550047170	Assy Fee	
15873	Invoice	6-Oct-05	5-Nov-05	3,210.00	550047170	Assy Fee	
15881	Invoice	7-Oct-05	6-Nov-05	1,935.15	550047170	Assy Fee	
Total Assy Fee				\$ 175,658.02			

**Buyer:**  
DELPHI  
ELECTRONICS & SAFETY  
P.O. Box 9005  
KOKOMO IN 46904-9005  
UNITED STATES

**Deliver to:**  
DELPHI D IC DELCO  
2033 East Boulevard  
KOKOMO IN 46904-9005  
UNITED STATES

TEAM PACIFIC CORP  
ELECTRONICS AVE FTI COMPLEX TAGUIG  
1630 METRO MANTILA  
PHILIPPINES

**Requirements Contract**  
PO Number 550040129 Date Issued 01/01/2004  
Version 02/15/2005 20:43:57

Vendor No: 1008379  
DUNS No: 718830842

Payment Terms: 2/2 Net 20 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FCA Freight Forwarder's choice

Item No.	Material No.	Description	Plant
----------	--------------	-------------	-------

00010	12215237	DAIC DELPHI D IC DELCO				
	IC ASM-ASI118C, PUR					
Valid From		Valid To	Currency	Price	Price Unit	UOM
02/12/2003		12/31/2005	USD	546.80	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

**Notes:**  
16 DEC 2004 EXTENDED PO DATE.

**Material Pull System Terms and Conditions:**

1. Delphi requires 100% on time delivery performance from suppliers.
2. Quantities or weights required against this order will in all cases be as buyer's current material delivery schedule. This order does not give any commitment to quantities, weights or materials except as shown by buyer's material delivery schedule and described below.
3. Delivery Schedules: The buyer shall transmit to the seller a delivery schedule Kanban DELJIT (Pull Signal) from time to time by electronic means that is

Purchasing Contact: Chang, Jacey(IC)

Phone: 65-6450-8488

Fax: 65-65526734

Contact Address:

DELPHI AUTOMOTIVE SYSTEMS S'PORE PT  
501 ANG MO KIO INDUSTRIAL PARK 1,  
SINGAPORE 569621

DELPHI

Delphi Electronics and Safety

Page 2 of 3

TEAM PACIFIC CORP  
ELECTRONICS AVE FTI COMPLEX TAGUIG  
1630 METRO MANILLA  
PHILIPPINES

### Requirements Contract

PO Number	Date Issued
550040129	01/01/2004
Version	
02/15/2005 20:43:57	

Item No.	Material No.	Description
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#### Notes Continued:

specified by the Buyer. The Pull Signal shall Specify quantity, and time that delivery of the goods shall be made from the Seller to the Buyer. The buyer shall not be required to make payment for goods delivered to Buyer which are in excess of the quantity specified in the Buyer's Pull Signal.

4. Material Commitment Authorization: The Buyer agrees to purchase from the Seller a specific amount of goods (Hereafter referred to as "The Committed Quantity") listed on the Buyer's forecast delivery schedule. The committed quantity shall be measured on the Forecast as a total quantity over the period of time between the most recent planning week and twelve (12) consecutive, subsequent weeks, inclusive. The Buyer reserves the right to update and change the forecast delivery schedule from time to time. The Seller agrees that no more than four (4) weeks of the committed quantity shall be processed into a finished state that is ready for delivery to the Buyer unless otherwise approved by the Buyer in writing. The balance of the committed material is to be work in process valued at no more than fifty percent (50%) of the purchase price.

\*\*\*\*\*  
This Contract replaces previous contract # 00484838-001.  
\*\*\*\*\*

\*\*\*\*\*  
Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.  
\*\*\*\*\*

\*\*\*\*\*  
Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, www.delphi.com, (by clicking on the "Suppliers" in the header).  
\*\*\*\*\*

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

\*\*\*\*\*  
Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

DELPHI

Delphi Electronics and Safety

Page 3 of 3

TEAM PACIFIC CORP  
ELECTRONICS AVE FTI COMPLEX TAGUIG  
1630 METRO MANILLA  
PHILIPPINES

### Requirements Contract

PO Number

550040129

Version

02/15/2005 20:43:57

Date Issued

01/01/2004

Item No.	Material No.	Plant
Description		

### Notes Continued

Please refer to Delphi's website: [www.delphi.com](http://www.delphi.com) then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

\*\*\*\*\*  
Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.  
\*\*\*\*\*

Page 1 of 4

Buyer:

DELPHI  
ELECTRONICS & SAFETY  
P.O. Box 9005  
KOKOMO IN 46904-9005  
UNITED STATES

Deliver to:

DELPHI DIESEL  
2033 East Boulevard  
KOKOMO IN 46904-9005  
UNITED STATES

TEAM PACIFIC CORP  
ELECTRONICS AVE FTI COMPLEX TAGUIG  
1630 METRO MANILLA  
PHILIPPINES

## Requirements Continue

PO Number	Date Issued
550047170	01/01/2004
Version	
02/15/2005 20:42:30	

Vendor No: 1008379  
DUNS No: 718830842

Payment Terms: ZMN2 Currency: USD

Payment settled on 2nd, 2nd Month

## Introducing FGA's Freight Forwarders' Desk

**Item No.** 1000

00020	9355994	DAIC DELPHI D IC DELCO
	IC ASM-ASI120, FUR	

Valid From	Valid To	Currency	Price	Price Unit	UOM
01/01/2003	11/30/2003	USD	670.90	1,000	PC
12/01/2003	12/31/2005	USD	702.90	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00010 16243912 DAIC DELPHI D IC DELCO  
IC ASM-ASI,110C,PUR

Valid From	Valid To	Currency	Price	Price Unit	UOM
01/01/2003	12/31/2005	USD	541.30	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

## Notes

**Purchasing Contact: Chang, Jacey(IC)**

Phone: 65-6450-8488

Fax: 65-65526734

**Contact Address:**

DELPHI AUTOMOTIVE SYSTEMS S'PORE PT  
501 ANG MO KIO INDUSTRIAL PARK 1,  
SINGAPORE 569621

AM PACIFIC CORP  
ELECTRONICS AVE FTI COMPLEX TAGUIG  
1500 METRO MANILLA  
PHILIPPINES

### Requirements Contract

PO Number	Date Issued
550047170	01/01/2004
Version	
02/15/2005 20:42:30	

Item No.	Material No.	Description
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### Notes Continued

16 DEC 2004 - EXTENDED THE PO DATE.

#### Material Pull System Terms and Conditions:

1. Delphi requires 100% on time delivery performance from suppliers.
2. Quantities or weights required against this order will in all cases be as buyer's current material delivery schedule. This order does not give any commitment to quantities, weights or materials except as shown by buyer's material delivery schedule and described below.
3. Delivery Schedules: The buyer shall transmit to the seller a delivery schedule Kanban DELJIT (Pull Signal) from time to time by electronic means that is specified by the Buyer. The Pull Signal shall Specify quantity, and time that delivery of the goods shall be made from the Seller to the Buyer. The buyer shall not be required to make payment for goods delivered to Buyer which are in excess of the quantity specified in the Buyer's Pull Signal.
4. Material Commitment Authorization: The Buyer agrees to purchase from the Seller a specific amount of goods (Hereafter referred to as "The Committed Quantity") listed on the Buyer's forecast delivery schedule. The committed quantity shall be measured on the Forecast as a total quantity over the period of time between the most recent planning week and twelve (12) consecutive, subsequent weeks, inclusive. The Buyer reserves the right to update and change the forecast delivery schedule from time to time. The Seller agrees that no more than four (4) weeks of the committed quantity shall be processed into a finished state that is ready for delivery to the Buyer unless otherwise approved by the Buyer in writing. The balance of the committed material is to be work in process valued at no more than fifty percent (50%) of the purchase price.

\*\*\*\*\*

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, [www.delphi.com](http://www.delphi.com), (by clicking on the "Suppliers" in the header).

\*\*\*\*\*

#### SPDP / PPAP:

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from ALAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

\*\*\*\*\*

#### Toxic:

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 Ingredients Disclosure and Special Warnings Instructions). Commencement of any work or service under this order shall constitute sellers acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi Buyer.

\*\*\*\*\*

#### Failure Analysis:

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible

**DELPHI**

Delphi Electronics and Safety

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TEAM PACIFIC CORP  
ELECTRONICS AVE FTI COMPLEX TAGUIG  
1630 METRO MANILLA  
PHILIPPINES

**Requirements Contract**

PO Number

550047170

Version

02/15/2005 20:42:30

Date Issued

01/01/2004

Item No.

Material No.

Plant

Description

**Notes Continued**

corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

**EDI:**

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: [www.delphi.com](http://www.delphi.com) then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Send the invoices to the following address:

Delphi Automotive Systems Singapore PTE Ltd.

Attention: Accounts Payable

501 Ang Mo Kio Industrial Park 1

Singapore 569621

Tel: 65-645-08-544 Fax: 65-645-48-247

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

This Contract replaces previous contract # 00477785-001.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

**DELPHI**

Delphi Electronics and Safety

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TEAM PACIFIC CORP  
ELECTRONICS AVE FTI COMPLEX TAGUIG  
1630 METRO MANILLA  
PHILIPPINES

**Requirements Contract**

PO Number	Date Issued
550047170	01/01/2004
Version	
02/15/2005 20:42:30	

Item No. Material No. Plant  
Description

**Notes Continued**

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, [www.delphi.com](http://www.delphi.com), (by clicking on the "Suppliers" in the header).

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions") Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

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Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.